

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY
LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden, on behalf
of themselves and others similarly situated,

Plaintiffs,

v.

National Football League and NFL
Properties, LLC, successor-in-interest to NFL
Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:

McCorvey Law, LLC v. Dexter Carter
Attorney Lien Dispute
(Doc. No. 7213)

AMENDED ORDER

AND NOW, this 22nd day of April, 2019, pursuant to Rule 26 of the Amended Rules Governing Attorneys' Liens ("Lien Rules"), **IT IS HEREBY ORDERED THAT** pages 18 and 19 of the Court's Memorandum Opinion of April 16, 2018 (Doc. No. 10545; Order at Doc. No. 10546) in the above-captioned Attorney Lien Dispute are **AMENDED** to reflect that The McCorvey Law Firm ("McCorvey") has waived its right to seek reimbursement from Settlement Class Member Carter's award for the \$350.00 in costs incurred in its filing of the July 12, 2012 complaint in the Eastern District of Louisiana.¹

¹ By our Memorandum Opinion and Order of April 16, 2019, we Ordered the Claims Administrator to reimburse lienholder McCorvey \$350.00 which he identified in his Statement of Dispute as a cost reasonably incurred on behalf of his then client Dexter Carter. By our Order we neglected to consider at the time that the Claims Administrator had not withheld sums available

Accordingly, the Claims Administrator is directed to disburse the withheld funds in accordance with the provisions of the Settlement Agreement, and all Court Orders regarding implementation as follows:

1. The Lorentz Law Firm, P.A. (“Lorentz”) receives 15% of the Monetary Award for attorney’s fees. Lorentz will receive 11.6% of the Monetary Award now and 68% of any refund of the 5% Common Benefit Fee deduction pending further order of the Court.
2. McCorvey receives 7% of the Monetary Award for attorney’s fees. McCorvey will receive 5.4% of the Monetary Award now and 32% of any refund of the 5% Common Benefit Fee deduction pending further order of the Court.
3. Lorentz receives \$6,250.00 for costs incurred.
4. McCorvey receives no reimbursement for costs incurred.

IT IS SO ORDERED.

BY THE COURT:

/s/ David R. Strawbridge, USMJ
DAVID R. STRAWBRIDGE
UNITED STATES MAGISTRATE JUDGE

for reimbursement of this cost because McCorvey had failed to comply with Lien Rule 8(a)(5). That Rule required the lienholder to submit to the Claims Administrator as “Required Proof for an Attorney’s Lien” information and documentation including “[t]he dollar amount of the attorney’s cost if the attorney is seeking reimbursement of costs in addition to fees.” As set out in Lien Rule 8(b) a “[F]ailure to comply with Rule 8(a)(5) before the Claims Administrator begins processing the Award will result in the waiver of the Attorney Lienholder’s right to seek reimbursement of any cost incurred during the representation of the SCM.”